

State of Iowa

Department of Human Services

and

Department of Inspections and Appeals

July 1, 1993

through

September 30, 1999

TN No. MS-99-19
Supersedes
TN No. MS-99-18

Approval Date NOV 23 1999 Effective Date AUG 01 1999

Table of Contents

I. General Provision

- A. Purpose
- B. Term
- C. Modification
- D. Entire Agreement
- E. Omission
- F. Notices
- G. Severability
- H. Waiver
- I. Relationship
- J. Amendments
- K. Signatures

II. Component Provisions

- A. Administrative Law Hearings
 - 1. Definitions
 - 2. Personnel and Equipment
 - 3. Documents and Records
 - 4. Services Provided by DIA
 - 5. Services Provided by DHS
 - 6. Safeguarding Information
 - 7. Performance Standards
 - 8. Disputes
 - 9. Reimbursement

B. Audits

1. Definition
2. Personnel and Equipment
3. Services Provided by DIA
4. Services Provided by DHS
5. Documents and Records
6. Safeguarding Information
7. Performance Standards
8. Disputes
9. Reimbursements

C. Inspections of Children's Services Facilities, Institutions,
and Investigations

1. Definitions
2. Personnel
3. Services Provided by DIA
4. Services Provided by DHS
5. Documents and Records
6. Safeguarding Information
7. Performance Standards
8. Disputes
9. Reimbursement

D. Nursing Home Survey and Certification

1. Definition
2. Personnel
3. Services Provided by DIA
4. Services Provided by DHS
5. Documents and Records
6. Safeguarding Information
7. Provisions Unique to Contractual Relationship
8. Relationship with Iowa Foundation of Medical Care (IFMC)
9. Disputes
10. Reimbursement

E. Fraud and Overpayment

1. Personnel and Equipment
2. Services Provided by DIA
3. Services Provided by DHS
4. Documents and Records
5. Safeguarding Information
6. Performance Standards
7. Financial

Appendix A
Appendix A1
Appendix B
Appendix C

F. Foster Care Administrative Reviews

1. Definitions
2. Personnel and Equipment
3. Services Provided by DIA and State Foster Care Review Board
4. Services Provided by DHS
5. Documents and Records
6. Safeguarding Information
7. Performance Standards
8. Disputes
9. Reimbursement

I. General Provision

A. Purpose

The agreement implements the state government reorganization legislation of 1986 and the single state agency responsibilities of the Department of Human Services.

B. Term

This agreement shall begin at 12:00 A.M. July 1, 1993 and shall terminate at the close of June 30, 1996.

C. Modification

Cognizant management personnel of each agency will meet periodically as mutually agreed to monitor the operation of Agreement, to suggest changes in the nature of this Agreement, and to resolve problems which may arise.

D. Entire Agreement

This Agreement, together with all documents incorporated herein by reference, constitutes the entire agreement between the parties, and there are no understandings or agreements which are not fully expressed herein. No change, waiver, or discharge hereof shall be valid unless in writing and executed by the party against whom such change, waiver or discharge is sought to be enforced.

E. Omissions

In the event that either party discovers any material omission in the provisions in this Agreement which is essential to the successful performance of this Agreement, or in the event that there is a substantial change in requirement or circumstances which either party believes will materially affect the performance of this Agreement, that party may so inform the other in writing, and both parties promptly shall negotiate in good faith with respect to such matters for the purpose of making whatever reasonable adjustments may be necessary to reasonably perform the objectives in this Agreement.

F. Notices

Whenever this Agreement states that notice is to be given to an agency, that notice may be given by writing in local mail to the Director of DHS or the Director of DIA.

G. Severability

If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations arising under that provision.

H. Waiver

No delay or omission by either party to exercise an operation accruing upon noncompliance or default as to any of the terms of this Agreement shall impair the ability to pursue that option. Failure to exercise an option shall not be construed as a waiver. A waiver by either of the parties of any one of the agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach of that or any other agreement. All remedies provided for in this Agreement shall be cumulative and in addition to any other remedies available to either party at law, in equity, or otherwise.

I. Relationship Between Agencies

As the single State agency, DHS is responsible for administration of the State Plans for Federal programs. In entering into this contract, the DHS is not delegating authority to exercise administrative discretion or supervision of the plans, or to issue policies, rules, or regulations on program matters.

None of the rules, regulations, or decisions of DHS are subject to review, clearance, or other similar actions by DIA personnel. DIA personnel do not have authority to change or disapprove a decision of DHS and they may not substitute their judgment for that of DHS with respect to the application of policies, rules, and regulations of DHS.

To the extent that DIA personnel perform DHS work they are agents and representatives of DHS. DIA employees are not authorized to act for or make commitments on behalf of DHS without following the provisions of this agreement or other formal protocols which may be developed in the future between the agencies. DIA must keep the DHS informed of activities undertaken on behalf of the single State agency. In any event, DIA is not authorized to initiate communication with the federal government relating to DHS single state activities or responsibilities without specific DHS authorization.

TN MS 95-66
Supersedes TN #MS 91-35

Approved OCT 04 1995
Effective JUL 01 1993

J. Amendment

In the event the respective directors agree to a modification, the modification will be effective upon signature of the amendment.

K. Signatures

TN MS 95-66
Supersedes TN #MS 91-35

Approved OCT 04 1995
Effective JUL 01 1993

D. NURSING HOME SURVEY AND CERTIFICATION

1. Definitions

a. "Nursing facilities" (NF) - means an institution (or distinct part) which meets the requirements in 42 CFR Part 483, Subpart B.

b. The term "intermediate care facility for the mentally retarded" means an institution (or a distinct part of an institution) which meets the requirements specified in 42 CFR Part 483, Subpart D. The abbreviation "ICF/MR" for "intermediate care facilities for the mentally retarded" will be used in this agreement.

c. The term "health care facility" means an institution (or a distinct part of an institution) as defined in § 135c.1.

d. Institution for Mental Diseases (IMD) means a health care facility which specializes in the care or treatment of persons with a diagnosis (psychiatric) of mental illness. As defined in 42 CFR 441.100 and 150.

e. The term "qualified mental retardation professional" shall mean those personnel who meet the qualifications outlined in 42 CFR, Part 483.430.

f. The abbreviation "DIA" for "Iowa Department of Inspections and Appeals" will be used in this agreement.

g. The abbreviation "DHS" for "Iowa Department of Human Services" will be used in this agreement.

h. The abbreviation "DRG" means diagnostic related groups as used as a basis for acute care reimbursement.

2. Personnel

DIA shall employ adequate qualified staff to perform the functions set out in Paragraph A above and may subcontract with the Department of Public Safety for the purposes of determining health care facility compliance with Life Safety Code standards.

3. Services Provided by DIA

a. Certification

DIA shall, with qualified personnel, make an on-site survey inspection of each health care facility wishing to participate in the Title XIX program as nursing facilities shall certify that the health care facility is operating in compliance with standards established by the following:

42 CFR, Part 483

Program regulation guidelines, conditions of participation and other such rules, regulations and interpretations as may be promulgated by DHS, Department of Health and Human Services, or as the result of action by the state legislature. DIA will follow the State Operations Manual (SOM) in all respects and state plan requirements unless directed in writing by DHS to disregard portions of SOM.

DIA shall, with qualified personnel, at least one of whom shall be a qualified mental retardation professional, make an on-site survey inspection of each health care facility wishing to participate in the Title XIX program as an ICF/MR and shall certify that the health care facility is operating in compliance with standards established by 42 CFR, Part 483 and by program regulation guidelines, conditions of participation, and other such rules, regulations and interpretations as may be promulgated by DHS, Department of Health and Human Services, or as the result of action by the state legislature.

As part of the Medicare acute care survey process, DIA will review special units of hospitals which request certification for special payment under Medicaid DRG reimbursement. This may include substance abuse units, psychiatric units and possibly physical rehabilitation units.

Using Medicare criteria for exemption, DIA will advise DHS if hospitals requesting certification of special units meet necessary criteria for certification.

DIA will advise DHS if any determination of Department of Health Certificate of Need requirements have been met and:

a. A provider agreement may be executed for a period up to twelve months, or

b. No provider agreement may be executed with the facility, or

c. A conditional agreement may be issued. A conditional agreement is subject to cancellation 60 days following the scheduled date for correction unless DIA finds and notifies DHS that all required corrections have been satisfactorily completed or sufficient progress has been made. Conditional agreements may (or may not) be renewed.

DIA will cooperate with DHS by providing information to the extent allowed by law when requested which may be used by DHS to make a determination as to whether a particular facility should be considered an IMD (institution for mental diseases).